



**Directions, Conditions, Requirements and
Release Agreement
For Exhibiting Artwork at Gallery 223 on Hudon
in Harmony Center of Sequim
A Fundraiser Sponsored by Olympic Peninsula Art Association**



Olympic Peninsula Art Association, hereinafter referred to as “OPAA,” is a nonprofit 501 (C) (3) organization which is providing space for display of members’ artwork at *Gallery 233 on Hudon* in the Harmony Center, 223 Hudon Rd., Sequim, WA. This *Directions, Conditions, Requirements, and Release Agreement* defines artwork as original work, prints, crafts, books or items that are based on original art, and applies to all art displayed in both virtual & live exhibitions for the gallery. No items(s) for exhibit will be accepted by OPAA unless this *Directions, Conditions, Requirements, and Release Agreement* form has been completed and signed upon delivery of artwork to the gallery.

(Please print clearly):

Artist’s Name: _____

Address: _____

Phone: _____ **Email:** _____

Term of the Exhibit

The term of the Exhibit shall be from **October through December 2023**.

An Artist Reception will be on **Saturday, September 30th, between 12- 3 pm**, and artists are asked to attend.

Docent Requirement: If my artwork is accepted for the exhibit, I agree to sharing the gallery “sitting” duties with the other showing artists during the gallery’s hours of operation. I understand I will receive training by a gallery representative.

Delivery / Return

Artist shall deliver accepted artwork(s) ready for hanging on **September 29, 2023, at 10am**, and will pick up unsold artwork(s) on Monday, **December 30th, at 2pm**.

Budget: The OPAA artist will pay an entry fee of \$40.00 (up to 4 artworks and/or gift items) for the Exhibition Term listed above at time of application form submission. This will cover publicity, opening and gallery/display costs for the 3-month period.

Artwork: All media (2D & 3D) will be accepted for the gallery. Accepted entries are limited to 4 artworks per artist, and must be brought to Gallery 233 on Hudon on the date listed above ready for hanging.

Entries must be **original artworks or prints of original artworks** created by the entering artist. Class work is acceptable with instructor’s written permission. OPAA reserves the right to reject any entry deemed inappropriate.

2D artwork, up to 20 X 24” **framed (if appropriate*) and wired for hanging with hanging hardware & wire. (No saw tooth hangers (pictured) will be accepted!).**



*Canvas wrap is acceptable without a frame. ***If artwork is not securely wired for hanging, it will not be accepted during drop-off for the exhibit.*** The information on the example label at the end of this document must be attached to the (2-D) back/ (3-D) bottom of artwork for acceptance in the Gallery.

All artworks must be titled, and images of artworks submitted must be labeled with that title. Images for entry must be in a **jpg format, high resolution** (300 if possible) suitable for publication in an electronic display and in print. *Blurry, low-resolution images will not be accepted, resulting in the artwork not being accepted.*

Artist Statement: Artists are asked to provide a photo of themselves with a short (120 words or less) artist statement to be included in the virtual show and a Gallery notebook. The statement is meant to give the viewer (buyer) insight into who you are as an artist, your creative process, and your art. Please be concise.

Installation: OPAA will determine the appropriate virtual & physical displays for the art. Only artwork approved by OPAA will be accepted for presentation. All artworks must be original or prints of original work.
***Accepted Artwork(s) to be displayed is/are listed on the attached inventory sheet.**

Sales: The artist's artwork title, medium, size and price will be displayed for the public on the exhibition sites. Artwork must be for sale and will be sold for the price listed on the online application form and the attached inventory sheet, which is set by the artist (*shipping is not included & must be worked out between the artist & the buyer*). When purchased, an artwork will be marked as **SOLD** in the virtual & live exhibits.

All sales will be made through the Gallery website: www.gallery223.opaashow.org. If the artwork sells during the exhibit, OPAA will receive 15%, and Harmony Center will receive 10% for a total of a 25% donation (both are 501c3 organizations). The sale price less the 25% donation will be sent to the artist by check from the OPAA Treasurer within 30 days from receipt of the Verification for Release form signed by the buyer at the time of the sale. The artwork will be given to the buyer at time of purchase.

Participating artists are responsible for all taxes (sales and/or income) associated with sales of their works. Please consult your tax advisor. The artwork will be marked as sold in the virtual and live exhibit at the time of purchase. An *OPAA Gallery Representative* will release the artwork to the purchaser. **Any other pick-up (shipping) arrangements other than described in this document must be made directly with the artist.*

Website & Live Exhibition Security: All artwork photos appearing on the gallery exhibition website will have an "OPAA" watermark and the website will be locked so that artworks images cannot be downloaded. No artist contact information will be displayed.

The artist understands while OPAA uses extreme care with all artwork OPAA and Harmony Center assumes no responsibility for damage, loss and/or theft of artwork.

Title and Copyright: The artist warrants and represents that he/she has created the work of art and possesses unencumbered title and full copyright to each and all works of art exhibited under this agreement. This agreement does not transfer any right of title or copyright to OPAA or Harmony Center, Sequim.

Intellectual Property and Publicity Rights: Copyright. Subject to usage rights and licenses granted to OPAA hereunder, Artist shall retain all 17 U.S.C. § 106 copyrights in all original works of authorship.

Publicity: Artist grants to OPAA the right to use and display the Art and use such Art for any OPAA related purpose, including advertising, educational and promotional materials, brochures, flyers, electronic and multimedia publicity. OPAA shall have the right to use Artist's name and biographical information in connection with the display of Art including all advertising and promotional materials regarding OPAA.

Artist/Exhibitor Responsibilities:

1. Complete, upload images and electronically sign the online application form with \$40.00 payment.
2. Deliver the art to Gallery 233 on Hudon ready for installation per directions, and pick up at conclusion of show on dates listed above.
3. Artwork shall be labeled on the back (2-D) or underneath (3-D) to indicate price and artist contact information. (*See sample at end*)
4. Artwork is to remain on display for the duration of the exhibit period and be available for sale unless sold during the exhibit. *If, artwork sells, the Artist may be asked by the Gallery Manager to provide another suitable artwork for the duration of the term of the exhibit.*
5. Document or sit the gallery, as requested by the Gallery representative.
6. Artist has read, understands, and agrees to the directions, guidelines, and requirements set forth in this *Directions, Conditions, Requirements, & Release* document.

Indemnification:

I acknowledge that every effort will be made to protect my property; however, my property may be damaged, lost or stolen during the exhibition of or during the unpacking, packing or transportation of and I acknowledge and understand the risk involved by submitting the artwork(s).

I understand that neither OPAA nor Harmony Center of Sequim insures or carries insurance for works exhibited and agree to indemnify, defend and hold harmless OPAA and Harmony Center, Sequim or its volunteers and employees from any and every claim for damage, loss or injury of any kind whatsoever while the artwork described on the attached inventory sheet is on display, or while any of the materials in connection therewith are enroute to or from or in or upon the exhibit premises. It is specifically understood and agreed that all costs and expenses in connection with the artworks are the responsibility of and will be borne entirely by the Artist.

Entire Agreement

This contract sets forth the entire Agreement between the parties and supersedes all other oral or written provisions.

I have read the *Directions, Conditions, Requirements and Release Agreement*, and hereby agree to all terms and conditions set out in the *Directions, Conditions, Requirements and Release Agreement*.

Artist Signature: _____ **Date:** _____

Printed Name: _____

OPAA: _____ **Date:** _____

Lauren Blair Churchill, **OPAA Gallery Manager**

For Questions, Concerns:

Contact Lauren Blair Churchill, *Gallery Manager* by email: lauren.b.churchill@gmail.com or call (360) 270-2874 & leave a message.

Sample Label: Please **print clearly**. Place a label with the following information on the back or bottom of **each** artwork entered. These labels will be use to accept/return artwork:

Sample Artwork Label	

Artist Name	

Artwork Title	
_____	\$ _____
Medium	Price
Contact Phone #:	
